APPENDIX A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ABLE HOME HEALTH, LLC and DR. G. NEIL GARRETT DDS, PC, on behalf of themselves and a class,	)	
	)	12 C 5608
Plaintiffs,	)	
v.	)	Magistrate Judge Brown
GLOBE MEDICAL-SURGICAL SUPPLY CO.,	)	
Defendant.	)	

SETTLEMENT AGREEMENT

RECITALS

1. Parties. Defendant Globe Medical-Surgical Supply Co. ("Globe" or "Defendant"), and Plaintiffs Able Home Health, LLC and Dr. G. Neil Garrett DDS, P.C. (collectively, "Plaintiffs") individually and as representatives of the settlement class of persons defined below in paragraph 2 (the "Settlement Class"), enter into this Settlement Agreement ("Agreement").

2. Nature of Litigation. In this lawsuit, captioned *Able Home Health, LLC and Dr. G. Neil Garrett DDS, PC v. Globe Medical-Surgical Supply Co.*, United States District Court, Northern District of Illinois, Eastern Division, docket no. 12 C 5608, Plaintiffs allege that Globe violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. ("TCPA"), the Illinois Consumer Fraud Act, 815 ILCS 505/2 ("ICFA") and the common law (conversion) by causing unsolicited facsimile advertisements to be transmitted to a nationwide class of individuals and entities.

3. Denial of Liability. Globe denies violating the TCPA, ICFA and Illinois state law and further denies any liability to Plaintiffs and the Settlement Class for the claims alleged. Globe desires to settle the claims solely to avoid the expense, burden, and uncertainty of further litigation, and to put to rest all claims, known or unknown, that have been or might have been asserted by the Plaintiffs or the Settlement Class against Globe concerning the matters alleged in the Amended Class Action Complaint.

4. Plaintiffs, individually and on behalf of the Settlement Class, desire to settle their claims against Globe, having taken into account through Plaintiffs' counsel the risks, delay, and difficulties involved in establishing a right to recovery in excess of that offered by this settlement and the likelihood that further litigation will be protracted and expensive.

5. Plaintiffs' counsel has investigated the facts and the applicable law. Based on the foregoing, and upon an analysis of the benefits afforded by this Agreement, Plaintiffs' counsel considers it to be in the best interest of the class to enter into this Agreement.

6. In consideration of the foregoing and other valuable consideration, Plaintiffs, Plaintiffs' counsel, and Globe and its insurer, Country Mutual Insurance Company, agree to settle the claims of the Plaintiffs and the Settlement Class, subject to the Court's approval, on the following terms and conditions.

TERMS

1. Effective Date. This Agreement shall become effective (hereinafter the "Effective Date") upon the occurrence of all of the following: (1) the Court's entry of a final order approving this Agreement as fair, reasonable, and adequate to the Settlement Class; and finding that this Agreement is fair and made in good faith; and (2) (a) if no objection is received, the expiration of five (5) days from the time that the final approval order becomes a final, non-

appealable order, or (b) if an objection is received, the expiration of five (5) days after the time the final order, judgment and decree become a final non-appealable order, or (c) if an appeal has been sought, the expiration of five (5) days after the disposition of any such appeal from any such final order, judgment, and decree, which disposition (i) approves the Court's final order, judgment and decree, and the terms and provisions of this Agreement, and (ii) orders the consummation of the settlement in accordance with the terms and provisions of this Agreement.

2. Certification of Settlement Class. Solely for the purposes of settlement, the parties stipulate to the certification of a Settlement Class, which is defined as:

> All persons and entities with facsimile numbers who, on or after July 17, 2008 through and including August 6, 2012, were sent faxes by or on behalf of defendant Globe Medical-Surgical Supply Co., promoting its goods or services for sale and who were not provided with an "opt out" notice as described in 47 U.S.C. § 227.

For settlement purposes only, the Parties agree that, as part of the Preliminary Approval Order (as defined in paragraph 18 herein), the Court may make preliminary findings and enter an order granting provisional certification of the Settlement Class subject to final findings and certification in the Final Order, and appointing both Plaintiffs and Class Counsel as representatives of the Settlement Class. For settlement purposes only, the Settlement Class is certified pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure. Globe does not consent to certification of the Settlement Class for any purpose other than to effectuate the settlement of the Action. If this Agreement is not approved by the Court or is terminated pursuant to its terms or for any other reason, or is disapproved in a final order by any court of competent jurisdiction, (a) the order certifying the Settlement Class and all preliminary and/or final findings or stipulations regarding certification of the Settlement Class shall be automatically vacated upon notice to the Court of this Agreement's termination or disapproval; (b) this Action will proceed as though the Settlement Class had never been certified and any related findings or stipulations had never been made; and (c) Globe reserves all procedural or substantive rights as of the date of execution of this Agreement.

3. Defendant represents that, based on a review of its records, it attempted to send approximately 15,000 advertisements promoting its goods or services for sale to approximately 4,000 unique facsimile telephone numbers. Defendant has provided Plaintiffs' counsel with an analysis of its fax transmission data for the class period. This analysis includes a list of unique fax numbers and the number of fax advertisements successfully sent to each unique fax number ("Fax List"). It also includes a breakdown of unique entities matched to fax numbers, and unique fax numbers matched to entities. Defendant likely sent more than one advertisement to persons and entities on the Fax List.

4. Relief to Plaintiffs and the Settlement Class. Country Mutual Insurance Company shall provide, on behalf of Globe, the following relief to Plaintiffs and the Settlement Class, subject to the Court's approval:

a. the creation of a $475,000.00 settlement fund which shall be divided as set forth below;

b. $5,000.00 of the above settlement funds shall be paid to Plaintiff Able Home Health, LLC as an incentive award in recognition of its services as Class Representative, in addition to its recovery as a class member;

c. $10,000 of the above settlement funds shall be paid to Plaintiff Dr. G. Neil Garrett DDS, P.C. as an incentive award in recognition of its services as Class Representative, in addition to its recovery as a class member;

d. counsel for Plaintiffs and the Settlement Class, Edelman, Combs, Latturner & Goodwin, LLC, shall request 30% of the settlement fund for attorney's fees;

e. notice and administrative expenses will be paid from the Settlement fund; and

f. each class member who submits a claim form and has standing to submit such claim will receive a check for its pro rata share of the settlement fund per facsimile transmission, after the amounts set forth in paragraphs 4(b), 4(c), 4(d), 4(e), and 13 are paid. Thus, each one of the approximate 15,000 facsimile transmissions are each one Settlement Share. Class Members may submit a Claim Form for more than one Settlement Share.

5. Within 14 days of the Effective Date, Country Mutual Insurance Company, on behalf of Globe, shall deliver the Settlement Fund to Plaintiffs' Counsel or their agent for distribution to the Settlement Class. Any award of attorney's fees and costs and the incentive awards to Plaintiffs may be distributed within 14 days of the Effective Date. Within 35 days of the Effective Date, Plaintiffs' Counsel or their agent shall distribute the Settlement Fund to the Class Members.

6. Settlement Class members shall have 60 days to submit a claim form, to opt out, or object to the proposed settlement, after notice by facsimile of the proposed settlement is sent.

7. Costs associated with notice, claims administration and distribution of settlement checks shall come from the settlement fund. The Class Administrator will send notice to the class by facsimile and administer the Settlement Fund. The parties shall jointly agree on the Class Administrator.

8. The settlement checks to the class members will be void after 60 days from the date of issuance.

9. *Cy Pres* Payment/Uncashed Settlement Checks or Undistributed Settlement Funds. Within 30 days following the last void date of the Settlement Class members' settlement checks, one half of any uncashed checks or unclaimed or undistributed funds will be paid to a *cy pres* recipient selected by the parties and approved by the Court. The parties select

Legal Assistance Foundation as the *cy pres* recipient and will present a memorandum in support of election of that recipient at the same time the final approval memorandum is filed. The parties selection of the *cy pres* recipient is subject to Court approval. The remaining one half of any uncashed settlement checks or undistributed funds will be returned to Country Mutual Insurance Company.

10. Release. The parties grant the following releases:

a. Upon the Effective Date, Plaintiffs, Able Home Health, LLC and Dr. G. Neil Garrett DDS, P.C., including each and every one of their respective past, present or future employees (as employees of Plaintiffs), agents (as agents of Plaintiffs), representatives, attorneys (as counsel for Able Home Health, LLC and Dr. G. Neil Garrett DDS, P.C.), heirs, assigns, or any other person acting on their behalf or for their benefit, or any person claiming through it (collectively "Releasors"), hereby fully releases and discharges: Globe and Ronak Lal, as well as their predecessors and successors in interest and present, former, and future affiliates, parents, subsidiaries, insurers (Country Mutual Insurance Company and its affiliates), officers, directors, agents (as agents of Globe with respect to the actions that are the subject of the Amended Class Action Complaint), distributors, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, heirs, assigns (with all the foregoing released parties in this paragraph being collectively referred to as the "Released Parties"), from all causes of action, suits, claims, or demands, in law or in equity, known or unknown at this time, which Releasors, or any of them, now have, did have, or may have in the future against the Released Parties, or any of them, under any legal theory, whether or not alleged, related to or arising from the transmission of unsolicited advertising facsimiles by or on behalf of Globe from July 17, 2008 through and including August 6, 2012.

b. Each member of the Settlement Class who does not opt out hereby fully releases and discharges the Released Parties from all causes of action, suits, claims, or demands, in law or in equity, known or unknown at this time, which each such Settlement Class member now has or ever has against the Released Parties, or any of them, under any legal theory, whether or not alleged, related to or arising from the transmission of an unsolicited advertising facsimile by or on behalf of Globe from July 17, 2008 through and including August 6, 2012.

11. This Agreement may be pleaded as a full and complete defense to any

action, suit or other proceeding that may be instituted or prosecuted with respect to the claims released herein.

12. If this Agreement is not approved by the Court or for any reason does not become effective, it shall be deemed null and void and shall be without prejudice to the rights of the parties hereto and shall not be used in any subsequent proceedings in this or any other litigation, or in any manner whatsoever.

13. Attorneys' Fees, Notice Costs and Related Matters. Counsel for the Class or the Class Administrator will administer the settlement fund. Country Mutual Insurance Company on behalf of Globe agrees to forward from the settlement fund, the reasonable costs of notice and settlement administration. Plaintiffs' counsel will request approval from the Court for attorneys' fees of this lawsuit, in an amount not to exceed 30% of the settlement fund. In addition, plaintiffs' counsel may also seek reimbursement of the costs of notice and administration from the Settlement Fund in the event those costs have not been covered by what has been advanced by Country Mutual Insurance Company on behalf of Globe. Plaintiffs' counsel will not request additional fees or costs from Globe or the Settlement Class other than the above-referenced sums. Globe agrees not to oppose an award of fees to Plaintiffs' counsel of no more than 30% of the settlement funds. Globe agrees not to oppose reimbursement of reasonable expenses incurred in sending notice to the settlement class and in administering the settlement fund to the extent those costs are not already covered by the amount advanced by Country Mutual Insurance Company on behalf of Globe.

14. Notice. Within 10 days of entry of the Preliminary Approval Order, defendant's counsel shall provide Plaintiffs' Counsel and the Class Administrator with the Fax List in MS Excel format. The Fax List shall not only contain the unique fax numbers, but shall

also identify the number of transmissions sent to the corresponding unique fax number, and corresponding entity name(s), if ascertainable.

A. *Fax Notice*. Within 35 days of entry of the Preliminary Approval Order, the Class Administrator shall cause actual notice in the form of Exhibit 1 to be sent to the facsimile numbers identified on the Fax List by Globe. The Class Administrator shall make at least two attempts to transmit the Notice by facsimile to those numbers where the initial transmission failed.

Within 21 days of the date that the Notice was sent by facsimile, the Class Administrator may send the Notice and Claim Form by facsimile again to each Settlement Class Member identified on the Fax List who did not submit a Claim Form or otherwise respond to the Class Notice by that date. The Class Administrator shall make at least two attempts to transmit the Notice by facsimile to those numbers where the initial transmission failed.

B. *Website Notice*. In addition to the website created by the Class Administrator for the purposes of posting the Class Notice, Settlement Agreement (excluding exhibits) and allowing for electronic submission of claim forms, Plaintiffs' Counsel will also post the Notice in the form of Exhibit 1, but not the claim form, and the Settlement Agreement (excluding exhibits) on its website.

C. *Submission of Claims*. The Class Administrator shall provide Settlement Class Members with the option to return a claim form by facsimile (using a toll free number), by U.S. Mail and through a dedicated website. The Class Administrator will create a unique username and password for each number on the Fax List which will be displayed on each Notice and/or Claim Form sent by facsimile. Usernames and passwords will not be posted on the Notice that is on the dedicated website or on Plaintiffs' counsel's website. The unique username and password will allow the Settlement Class Member to return the Claim Form through an encryption-protected, dedicated website. The Parties will approve the content of the website.

The Parties will also approve of the content of any recorded message on any toll number necessary to field possible questions by Settlement Class Members.

Plaintiffs' Counsel, and/or the Class Administrator shall retain all documents and records generated during its administration of the settlement including records of notice given to Class Members, confirmations of transmittals of such notices by facsimile, unconfirmed facsimile transmissions, records of undelivered mail, claim forms, and payment to Class Members for a period of one year following the issuance of an order dismissing the Litigation with prejudice, and the expiration of all deadlines for appeal from such order.

15. Claim Validation. Settlement Class Counsel or the Class Administrator shall match the fax number provided by the Settlement Class Member on a returned Claim Form to one or more fax numbers on the Fax List. If the fax number does not match, then Settlement Class Counsel or the Class Administrator shall follow up with the Settlement Class Member to determine if they employed other fax numbers between July 17, 2008 through and including, August 6, 2012 (to ascertain if any different fax number is a number on the Fax List).

When there is a match for the fax number or fax numbers provided on a Claim Form to those numbers identified on the Fax List, the Class Administrator shall determine based on a review of the information provided on the Fax List, the number of Settlement Shares assessed to each fax number. Settlement Class Members may submit claims for more than one Settlement Share.

If the fax number or fax numbers provided on a Claim Form do not match the Fax List, and the follow-up with the Settlement Class Member has not resolved the issue, Settlement Class Counsel or the Class Administrator may disallow the claim. If a claim is deemed disallowed by a Class Administrator, the Class Administrator must communicate that disallowance of the Claim to Settlement Class Counsel and allow them an opportunity to investigate the basis for disallowing the claim. In the event the parties agree as to the validity of any Claim Form or whether to disallow a claim, then the parties will present the disputed claim to the Court for resolution.

16. Right to Object. Any Class Member may object to the Agreement and appear in person or through counsel, at his, her or its own expense. The deadline to object shall be 95 days from the date of entry of the Preliminary Approval Order. Any Class Member may object to the settlement by filing with the Court and mailing to Plaintiffs' Counsel and Defendant's Counsel written objections by the deadline to object that include: (a) the name, address, and facsimile phone number of the person(s) or entity seeking exclusion; (b) a statement of the objection to the Agreement; (c) an explanation of the legal and factual basis for the objection; and (d) documentation, if any, to support the objection.

17. Right of Exclusion. All Settlement Class Members who properly file a timely written request for exclusion from the Settlement Class shall be excluded from the Settlement Class and shall have no rights as Settlement Class Members pursuant to this Agreement. A request for exclusion must be in writing and state the name, address, and facsimile phone number of the person(s) or entity seeking exclusion. Each request must also contain a signed statement providing that: "I/we hereby request that I/we be excluded from the proposed Settlement Class in the Litigation." The request must be mailed to Settlement Class

counsel at the address provided in the Class Notice and received by such date as set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not received within the time specified shall be invalid and the person(s) serving such a request shall remain a Class Member and shall be bound as a Class Member by the terms of the Agreement, if approved. Class Members shall have 95 days from the date of entry of the Preliminary Approval Order to opt out of the Settlement.

18. Preliminary Approval. As soon as practicable after execution of this Agreement, the Parties shall make application to the Court to approve the Preliminary Approval Order in the form of Exhibit 2, which:

a. Preliminarily approves this Agreement as fair, adequate and reasonable under the circumstances of this case;

b. Certifies the Settlement Class defined in paragraph 2 for settlement purposes;

c. Appoints Edelman, Combs, Latturner & Goodwin, LLC as Settlement Class Counsel and Able Home Health, LLC and Dr. G. Neil Garrett DDS, P.C. as Class Representatives;

d. Schedules a hearing for final approval of this Agreement;

e. Approves the form of notice to the Class in the form of Exhibit 1, to be directed to the last-known facsimile telephone numbers of the Class members as shown by Globe's records;

f. Finds that facsimile transmission of the Class Notice under Paragraph 15 is the only notice required and directs that such notice be sent to the Class Members and also finds that such notice fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23, and constitutes the best notice practicable under the circumstances;

g. Requires that Globe provide notice of this settlement to the appropriate state and federal authorities in compliance with the Class Action Fairness Act ("CAFA"); and

h. Sets deadlines for submission of claim forms, opt outs, appearances and objections to the Settlement Agreement. The time period to submit a claim form, opt out, appear and/or object to the Settlement shall be 95 days from the date of entry of the Preliminary Approval Order.

19. Final Approval. At the conclusion of, or as soon as practicable after, the close of the hearing on the fairness, reasonableness and adequacy of this Agreement, and the expiration of 90 days from the preliminary approval of the settlement (as required by CAFA), Plaintiffs and Plaintiffs' counsel shall request that the Court enter a Final Approval Order in the form of Exhibit 3. The Final Approval Order shall:

a. find that the notice given to Settlement Class members in this action satisfies the requirements of due process and the requirements of applicable state law and FED. R. CIV. P. 23;

b. find that the Agreement is negotiated in good faith, at arm's length and is fair, reasonable and adequate to the Class, find that each member of the Class (except those who have excluded themselves) shall be bound by this Agreement and conclude that this Settlement Agreement should be and is approved;

c. address Plaintiffs' Counsel's request for attorney's fees and costs and any incentive awards to the Plaintiffs;

d. address Plaintiffs' Counsel's request for reimbursement of reasonable expenses incurred in giving notice to the class and administering the Settlement Fund, if any;

e. order the Defendant or its insurer to deliver sums equal to the Settlement Fund to Plaintiffs' counsel within 10 days of the Final Approval Hearing;

f. direct the Defendant to file a Notice of Compliance within fourteen (14) days of the Effective Date, attesting that the Settlement Fund has been paid in full to Plaintiffs' Counsel;

g. identify the *cy pres* recipient(s); and

h. set a date for the parties to report on the final accounting of the Settlement Fund.

20. The Parties agree to request the entry of a final order in the form of Exhibit 3. The Parties also agree to request the Court to approve the form of notice attached hereto as Exhibit 1, and to propose the form of Preliminary Approval Order attached hereto as Exhibit 2. The fact that the Court may require non-substantive changes in the Notice or Orders does not invalidate this Agreement.

21. W-9 Collection. Class Members submitting valid claim forms shall be paid a pro rata share of the Settlement Fund for each fax transmission that was sent to each unique fax number. Each fax transmission is the equivalent of one Settlement Share. If Class Members are expected to recover more than $599.99, W-9 forms will need to be issued by the Class Administrator. The W-9 forms will be issued after entry of the Final Approval Order and collected before any settlement checks are issued. Settlement Class Members will have 30 days to respond to a request to complete a W-9 form. Submission of a W-9 form is a condition precedent to receiving a settlement check that exceeds $599.99. If W-9 forms need to be collected, certain dates set forth in paragraphs 5, 8, and 9 are reset and calculated as follows: within 30 days following the expiration of time for class members to complete a W-9 form, Plaintiffs' counsel or the Class Administrator shall distribute the Settlement Fund to the Class Members who have submitted valid claims in accordance with paragraph 15; Settlement checks to Settlement Class Members will be void 60 days from issuance; and within 30 days following the last void date of the Settlement class Members' settlement checks, any uncashed checks or unclaimed funds will be paid to the *cy pres* recipient approved by the court.

22. Release of Attorneys' Lien. In consideration of this Agreement, Plaintiffs' counsel hereby waives, discharges and releases the "Released Parties," as defined in paragraph 10(a) above, of and from any and all claims for attorneys' fees, by lien or otherwise, for legal

services rendered by Plaintiffs' counsel in connection with this Amended Class Action Complaint, other than the amount awarded by the Court as specified above.

23. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of Illinois.

24. Miscellaneous Provisions. The parties and their attorneys agree to cooperate fully with one another in seeking approval of this Agreement, and to use their best efforts to effect the consummation of this Agreement and the settlement provided for herein. Whether or not this Agreement and the settlement contemplated hereunder are consummated, this Agreement and the proceedings had in connection herewith shall in no event be construed as, or be deemed to be, evidence of an admission or concession on the part of Globe of any liability or wrongdoing whatsoever.

25. Benefit of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Plaintiffs, the Released Parties as defined in Paragraph 10(a), the members of the Settlement Class not opting out, and each of their successors and personal representatives, predecessors, affiliates, heirs, executors and assigns.

26. Authority. The Parties hereby represent to one another that they have full power and authority to enter into this Agreement and carry out their obligations. The corporate Parties and the Third Parties, including but not limited to Country Mutual Insurance Company, referenced in paragraph 10(a) further represent that all necessary corporate action has been duly taken to authorize the execution and delivery of this Agreement and that this Agreement has been duly executed and delivered.

27. Right to Set Aside Agreement. Any Party shall have the right, but not the obligation, to set aside or rescind this Agreement, if any of the following events occur:

a. More than 50 Class Members submit timely, valid requests for exclusion from this Settlement;

b. Any Objection Sustained. If any objection to the Settlement is sustained by the Court; or

c. Modification. If there are any substantive modifications to this Agreement by the Court, by any other court, or by any tribunal, agency, entity, or person that are not approved or requested by all of the Parties.

28. Entire Agreement. Any and all prior understandings and agreements between the Parties with respect to the subject matter of this Agreement are merged into and with this Agreement, which fully and completely expresses the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may be amended, modified or changed only by a written instrument or instruments executed by duly authorized officers or other representatives of the Parties expressly amending, modifying or changing this Agreement and may not be amended, modified or changed orally.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Signatures provided by telecopier shall be deemed legal and binding for all purposes.

30. Headings. The headings in this Agreement are for convenience of reference only and are not to be taken to be a part of the provisions of this Agreement, nor to control or affect meanings, constructions or the effect of the same.

31. Dismissal Order. At the hearing on Final Accounting of the settlement, Plaintiffs shall present an Order or Stipulation of Dismissal dismissing the claims of Plaintiffs and the Class Members, except those who have opted out of the settlement, against Defendant Globe with prejudice and without costs.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their duly authorized representatives on the date first written above.

PLAINTIFFS

Able Home Health, LLC

By: Richard J B[signature]

Its: Administrator

Dr. G. Neil Garrett DDS, P.C.

By: ____________________

Its: ____________________

DEFENDANT

Globe Medical-Surgical Supply Co.

By: ____________________

Its: ____________________

Approved as to form:

____

Daniel A. Edelman
Heather Kolbus
EDELMAN, COMBS, LATTURNER & GOODWIN, LLC
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(312) 739-4200
(312) 419-0379 (FAX)
Counsel for Plaintiffs and the Class

____

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150 N. Michigan Avenue
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(312) 894-3200
(312) 894-3210 (FAX)
Counsel for Defendant

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their duly authorized representatives on the date first written above.

PLAINTIFFS

Able Home Health, LLC

By: ______________________

Its: ______________________

Dr. G. Neil Garrett DDS, P.C.

By: ______________________

Its: ______________________

Approved as to form:

____
Daniel A. Edelman
Heather Kolbus
EDELMAN, COMBS, LATTURNER
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Counsel for Plaintiffs and the Class

DEFENDANT

Globe Medical-Surgical Supply Co.

By: ______________________

Its: ______________________

____
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Yesha Sutaria
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(312) 894-3210 (FAX)
Counsel for Defendant

PLAINTIFFS

Able Home Health, LLC

By: ______________________

Its: ______________________

Dr. G. Neil Garrett DDS, P.C.

By: ______________________

Its: ______________________

DEFENDANT

Globe Medical-Surgical Supply Co.

By: RONAK LAL

Its: ______________________

Approved as to form:

____

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Counsel for Defendant

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOU RECEIVED UNSOLICITED ADVERTISING FAXES FROM GLOBE MEDICAL-SURGICAL SUPPLY CO. ("GLOBE"), PLEASE READ THIS NOTICE CAREFULLY.
IF YOU WISH TO BE PAID BENEFITS UNDER THIS SETTLEMENT, SUBMIT A CLAIM FORM BY DATE, 2013.

To All Members of the Following Class:

All persons and entities with facsimile numbers, who on or after July 17, 2008 through and including August 6, 2012, were sent faxes by or on behalf of defendant Globe Medical-Surgical Supply Co., promoting its goods or services for sale, and who were not provided with an "opt out" notice as described in 47 U.S.C. § 227.

I. WHY IS THIS NOTICE BEING SENT?

This notice is being sent to let people know that they may be eligible to receive their pro rata share per facsimile transmission of a Settlement Fund described below under a proposed settlement of a class action lawsuit if they submit a claim form by **DATE, 2013**. The lawsuit is pending in federal court in Chicago, Illinois. The hearing to approve the settlement will be held on **DATE, 2013 at TIME a.m.** before Magistrate Judge Brown, Courtroom 1812 of the U.S. District Court for the Northern District of Illinois, 219 S. Dearborn St., Chicago, IL 60604.

II. WHAT IS THE LAWSUIT ABOUT?

Plaintiffs Able Home Health and Dr. G. Neil Garrett DDS, PC (collectively, "Plaintiffs") sued Globe, alleging that they received unsolicited facsimile advertisements from Globe and that the sending of these faxes violated federal law, called the federal Telephone Consumer Protection Act, the Illinois Consumer Fraud Act and Illinois common law conversion. Plaintiffs sought to represent a class of persons to whom Globe sent unsolicited advertising facsimiles. Globe denies these allegations but has agreed to settle to avoid the costs and uncertainties of litigation. Globe will vigorously defend the lawsuit if the proposed settlement is not approved.

III. WHAT IS THE PROPOSED SETTLEMENT?

The parties to the lawsuit have agreed to settle after extensive negotiations. Under the proposed settlement, Globe, through their insurer, Country Mutual Insurance Company, has agreed to pay a Settlement Fund in the amount of $475,000. The Settlement Fund will cover an award to the plaintiff Able Home Health, LLC ($5,000, in addition to its recovery as a class member), an award to plaintiff G. Neil Garrett DDS, PC ($10,000 in addition to its recovery as a class member), attorney's fees (in the amount of $142,500 or 30% of the Settlement Fund), plus reimbursement of reasonable costs of notice and administration incurred. After these amounts are deducted, each Class Member who submits a valid claim by **DATE, 2013** will receive an equal share of the remaining funds based on the number of facsimile transmission each Class Member was sent. Your share of the settlement fund depends on how many Class Members submit claim forms and how many fax transmission each Class Member was sent. This notice is being sent to approximately 4,000 persons or entities. Each of these 4,000 persons were sent a total of approximately 15,000 fax transmissions. Most Class Members were sent more than one fax transmission. The number of faxes sent to each Class Member substantially varies; 90% of the persons on the Fax List were sent 9 or fewer faxes. If we assume 10% of the Class Members submit valid claims and were each sent an average of 3 fax transmissions, you may expect to recover approximately $773.00. If 20% of the Class Members submit a valid claim and were each sent an average of 3 fax transmissions, you may expect to recover approximately $386.00. The recovery to the Class Members is estimated and is subject to change based on court approval.

IV. HOW DO I GET A PAYMENT?

If you are part of the class described above, in order to receive a monetary award under the Settlement Agreement, you must complete and submit the claim form to www.class-settlement.com using your unique username and password, or via mail or fax to **CLASS-SETTLEMENT.COM, PO BOX 9009, HICKSVILLE, NY 11802-9009 or XXX-XXX-XXXX (FAX)**. Claim forms must be submitted online, faxed or postmarked by **DATE, 2013**. If payment to Class Members exceeds $599.99, you will be asked to submit a W-9 form in order to receive your payment.

V. WHAT AM I GIVING UP?

If the settlement becomes final, you will be releasing Globe of any claims relating in any way to their sending of unsolicited advertising facsimiles on or after July 17, 2008 through and including August 6, 2012. This release is more fully explained in paragraph 10 of the Settlement Agreement. You will need to reference case number 12 C 5608. The Settlement Agreement is available at the Clerk's Office during regular business hours, U.S. District Court for the Northern District of Illinois, 219 S. Dearborn St., Chicago, IL 60604, and is also posted on www.class-settlement.com and on www.edcombs.com.

VI. EXCLUDING YOURSELF FROM THE SETTLEMENT

You will be a member of the Settlement Class unless you exclude yourself from the Settlement Class. You need not take any action to remain in the Settlement Class but you need to submit a Claim Form by **DATE, 2013** to be eligible to receive a payment.

If you want to keep the right to sue Globe over the legal issues in this case, then you must take steps to get out of the settlement. This is called asking to be excluded from – or sometimes called "opting out" of – the class. To exclude yourself from the settlement, you must send a letter saying that you want to be excluded from *Able Home Health, LLC v. Globe Medical-Surgical Supply Co.*, 12 C 5608, class action settlement. Be sure to include your name, address and the number for the facsimile machine on which you were sent a fax advertisement and your signature by **DATE, 2013**. Send the letter to **Class Counsel at the address provided in paragraph VIII.** If you opt out, you will not receive any payment from the Settlement Fund, you cannot object to the Settlement and you will not be bound by anything that happens in this lawsuit.

VII. OBJECTING TO THE SETTLEMENT.

Either on your own or through an attorney you hire, you can tell the Court that you don't agree with the settlement or some part of it. You must explain why you think the Court should not approve the settlement. To object, you must send a letter saying that you object to the settlement in *Able Home Health, LLC v. Globe Medical-Surgical Supply Co.*, 12 C 5608. Be sure to include your name, address and the telephone number for the facsimile machine on which you were sent the fax advertisements, a statement of your objection, an explanation of the reasons you object to the settlement and documentation, if any, to support your objection by **DATE, 2013**. The Court will consider your views if you properly submit an objection on time.

Objecting is simply telling the Court that you don't like something about the Settlement. You can object ONLY if you stay in the class. If you exclude yourself, you can't object. Any objections or appearances must be filed with the Court and reference 12 C 5608 and sent to **Class Counsel at the address provided in paragraph VIII and Defendant's Counsel at the following address:** Eric Samore, **SMITH AMUNDSEN LLC,** 150 N. Michigan Ave., Suite 3300, Chicago, IL 60601.

VIII. WHO REPRESENTS THE CLASS?

The Court has appointed the following law firm to represent you and other members of the Settlement Class in this lawsuit:

EDELMAN, COMBS, LATTURNER & GOODWIN, LLC (26914)
120 S. LaSalle St., 18th Floor
Chicago, IL 60603
(312) 917-45XX www.edcombs.com

This firm represents your interests in this lawsuit. You may contact them with any questions that you have about the lawsuit or the Settlement. You do not have to pay the fees of Class Counsel. You may also hire your own attorney at your own cost to appear on your behalf.

IX. CAN I GET MORE INFORMATION?

This notice is intended only as a summary of the lawsuit and proposed settlement. It is not a complete statement of the lawsuit or the proposed settlement. You may inspect the pleadings and other papers (including the proposed Settlement Agreement) that have been filed in 12 C 5608, at the office of the Clerk of the Court, U.S. District Court for the Northern District of Illinois, 219 S. Dearborn St., Chicago, IL 60604. The Settlement Agreement (excluding exhibits) is also available on www.class-settlement.com and on www.edcombs.com. If you have questions about this notice or the proposed settlement, you may contact Settlement Class Counsel at the address and phone number listed above. **DO NOT CONTACT THE COURT OR DEFENDANT FOR INFORMATION.**

BY ORDER OF THE U.S. DISTRICT COURT, N.D. Ill.

CLAIM FORM

ABLE HOME HEALTH, LLC v. GLOBE MEDICAL-SURGICAL SUPPLY CO.
(N.D. Ill. 12-C-5608)

TO RECEIVE A PAYMENT UNDER THIS SETTLEMENT AGREEMENT, THIS CLAIM FORM MUST BE SUBMITTED ONLINE USING YOUR UNIQUE USER ID AND PASSWORD OR FAXED OR POSTMARKED ON OR BEFORE DATE, 2013 TO THE FOLLOWING:

CLASS-SETTLEMENT.COM
PO BOX 9009
HICKSVILLE, NY 11802
XXX-XXX-XXXX (FAX)

Please print or type the following information:

NAME OF PERSON OR ENTITY THAT SUBCRIBED TO THE FAX LINE:

____

CURRENT MAILING ADDRESS OF SUBSCRIBER OF FAX LINE:

ADDRESS: _________________________________

CITY/STATE: _________________________________

ZIP CODE: _________________________________

FAX NUMBER: _________________________________

Only those persons or entities that owned a facsimile machine and subscribed to the telephone facsimile number(s) that received a fax advertisement from Globe Medical-Surgical Supply Co. between July 17, 2008 and August 6, 2012 may submit a claim form in this Settlement. By submitting this claim form, I am verifying that I and I alone own the facsimile machine and subscribed to the telephone facsimile number(s) identified above on or after July 17, 2008 through and including August 6, 2012.

____
Signature

IT IS YOUR RESPONSIBILITY TO KEEP A CURRENT ADDRESS

ON FILE WITH THE CLASS ADMINISTRATOR. IF PAYMENT TO A CLASS MEMBER EXCEEDS $599.99, YOU WILL BE ASKED TO SUBMIT A W-9 FORM IN ORDER TO RECEIVE YOUR PAYMENT.

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ABLE HOME HEALTH, LLC and DR. G. NEIL GARRETT DDS, PC, on behalf of themselves and a class, Plaintiffs, v. GLOBE MEDICAL-SURGICAL SUPPLY CO., Defendant.	))))))))))))	 12 C 5608 Magistrate Judge Brown

ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT

The Motion of Plaintiffs Able Home Health, LLC and Dr. G. Neil Garrett DDS, PC (collectively, "Plaintiffs") for Preliminary Approval of Class Action Settlement and Notice to the Class with Defendant Globe Medical-Surgical Supply Co. ("Globe" or "Defendant") came on for hearing on DATE, 2013.

Having considered Plaintiffs' moving papers, the signed Settlement Agreement and Release (the "Agreement") attached as Appendix A to Plaintiffs' Motion for Preliminary Approval, and all other evidence submitted concerning Plaintiffs' motion, and after hearing argument of the parties, due notice having been given and the Court being duly advised in the premises, the Court hereby finds that:

(a) The settlement proposed in the Agreement has been negotiated in good faith at arm's length and is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Settlement Class (as defined below).

(b) The Class Notice (as described in the Agreement) fully complies with Federal Rule of Civil Procedure 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of the Lawsuit.

(c) With respect to the Settlement Class, this Court finds that, for settlement purposes only, certification is appropriate under Federal Rule of Civil Procedure 23(a) and (b)(3). This Court finds that members of the Settlement Class will receive notice of the settlement through the notice program described below.

(d) This Court finds that the Class Notice described below constitutes the best notice practicable under the circumstances and fully complies with Federal Rule of Civil Procedure 23(c)(2)(B).

IT IS THEREFORE ORDERED THAT:

1. The settlement proposed in the Agreement has been negotiated in good faith at arm's length and is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Settlement Class in light of the factual, legal, practical and procedural considerations raised by this case.

2. The following class (the "Settlement Class") is preliminarily certified solely for the purpose of Settlement pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3):

> All persons and entities with facsimile numbers, who on or after July 17, 2008 through and including August 6, 2012, were sent faxes by or on behalf of defendant Globe Medical-Surgical Supply Co., promoting their goods or services for sale, and who were not provided with an "opt out" notice as described in 47 U.S.C. § 227.

3. The Court hereby preliminarily appoints Plaintiffs Able Home Health, LLC and Dr. G. Neil Garrett DDS, PC as representatives of the Settlement Class and finds that they meet the requirements of Fed. R. Civ. P. 23.

4. The Court hereby preliminarily appoints the following lawyers as counsel to the Settlement Class and finds that counsel meets the requirements of Fed. R. Civ. P. 23: Daniel A. Edelman and Heather Kolbus of Edelman, Combs, Latturner and Goodwin, LLC, 120 S. LaSalle Street, 18th Floor, Chicago, Illinois 60603.

5. Plaintiffs' Counsel or their agent shall give notice of the settlement, its terms, the right to opt out, appear, and the right to object to the settlement as set forth in the Agreement. The Agreement's plan for class notice is the best notice practicable under the circumstances and satisfies the requirements of due process and Fed. R. Civ. P. 23. That plan is approved and adopted.

6. The form of notice that Plaintiffs' Counsel or their agent will provide is attached as Exhibit 1 to the Agreement. By DATE, 2013, Plaintiffs' Counsel or their agent will send the notice substantially in the form of Exhibit 1 to the Agreement by facsimile to each Class Member identified on the Fax List. The Class Administrator shall make at least two attempts to transmit the Notice by facsimile to those numbers where the initial transmission failed. Within 21 days of the date that the Notice was sent by facsimile, the Class Administrator may send the Notice and Claim Form by facsimile again to each Settlement Class Member identified on the Fax List who did not submit a Claim Form or otherwise respond to the Class Notice by that date. This notice program fully complies with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of this lawsuit. The Court finds and orders that no other notice is necessary. Plaintiff's Counsel or their agent shall provide the Notice and/or the Claim Form to those Class Members who call to request it. The Class Administrator shall create a website allowing for the electronic submission of Claim Forms and

where the Notice, and Settlement Agreement, excluding exhibits, will be posted. Plaintiffs' Counsel will also post the Notice, but not the Claim Form, and the Settlement Agreement (excluding exhibits) on its website.

7. To effectuate the Settlement Agreement, the Court hereby establishes the following deadlines and dates for the acts and events set forth in the Agreement and directs that parties to incorporate the deadlines and dates in the Notice:

(a) Claim Forms shall be returned by Class Members to Plaintiffs' Counsel or their agent by electronic submission through a secure website, fax or mail postmarked on or before DATE, 2013. Claims not submitted by this date shall be barred.

(b) Objections of Class Members or any appearance of an attorney on behalf of a Class Member shall be filed in this Court and served by fax or mail postmarked to Class Counsel and Defendant's counsel on or before DATE, 2013. Each objection must contain the following information: (a) the objector's name (or business name, if the objector is an entity), address and telephone facsimile number; (b) a statement of the objection to the Agreement; (c) an explanation of the legal and factual basis for the objection; and (d) documentation, if any, to support the objection.

(c) All memoranda filed by any Class Member in connection with objections must be filed in this Court and served on Plaintiffs' Counsel and counsel for Defendant by fax or mail postmarked on or before DATE, 2013, or shall be forever barred.

(d) Requests by any Class Member to opt out of the Settlement must be faxed or mailed postmarked to Plaintiffs' Counsel or their agent on or before DATE, 2013, or shall be forever barred. A notice of intention to opt out must contain the following information: (a) the Class Member's name, address and the telephone facsimile number;

(b) a signed statement that expressly states an intent of the Class Member not to participate in the Agreement and to waive all rights to the benefits of the Agreement.

8. Plaintiffs' Counsel or their agent shall file an affidavit regarding notice by DATE, 2013.

9. Defendant shall file proof of compliance with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) no later than DATE, 2013.

10. Plaintiffs' Counsel shall file with the Court a list of the individual members of the Settlement Class seeking exclusion by DATE, 2013. Plaintiffs' Counsel shall file a memorandum in support of final approval of the Settlement on DATE, 2013.

11. The final hearing to determine whether the settlement is fair, reasonable, and adequate, and whether it should be approved by the Court, will be conducted on DATE, 2013 at TIME.

12. Any responses to objections shall be filed with the Court on or before DATE, 2013. There shall be no replies from objectors.

13. In the event that the settlement does not become final and the Effective Date does not occur in accordance with the terms of the Agreement, then this Order shall be void and shall be deemed vacated.

14. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the final approval hearing without further notice to the Settlement Class.

15. Defendant or its insurer shall forward the reasonable costs of notice and administration from the Settlement Fund by DATE, 2013.

16. Class-settlement.com, PO Box 9009, Hicksville, NY 11802-9009 will be the Class Administrator.

Dated: ________________________ ______________________________
Magistrate Judge Brown

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ABLE HOME HEALTH, LLC and DR. G. NEIL GARRETT DDS, PC, on behalf of themselves and a class,	)	
	)	12 C 5608
Plaintiffs,	)	
v.	)	Magistrate Judge Brown
GLOBE MEDICAL-SURGICAL SUPPLY CO.,	)	
Defendant.	)	

FINAL APPROVAL ORDER

1. On DATE, 2013, this Court preliminarily approved the Class Settlement Agreement reached between Able Home Health, LLC and Dr. G. Neil Garrett DDS, PC, (collectively, "Plaintiffs") and Globe Medical-Surgical Supply Co. ("Globe" or "Defendant").

2. The Court approved a form of notice for the class. The Court is informed that actual notice was sent by facsimile by the Class Administrator to Class Members. Class Notice was also posted on a website created by the Class Administrator and Class Counsel also posted the Class Notice on their firm's website, www.edcombs.com.

3. On DATE, 2013, the Court held a fairness hearing to which Class Members, including any with objections, were invited. The Court, being fully advised in the premises, hereby orders:

a. This Court has jurisdiction over Plaintiffs, Defendant, members of the Settlement Class, and the claims asserted in the Litigation.

b. The Settlement Agreement was entered into in good faith, following arm's length negotiations and is non-collusive.

c. This Court grants final approval of the Settlement Agreement, including but not limited to the releases in the Settlement Agreement, and finds that it is in all respects fair, reasonable, and in the best interest of the Settlement Class. Therefore, all members of the Settlement Class are bound by this Order Finally Approving the Settlement and Settlement Agreement.

4. The previously certified class (the "Settlement Class") is now finally certified pursuant to Fed. R. Civ. P. 23(a) and (b)(3):

> All persons and entities with facsimile numbers who, on or after July 17, 2008 through and including August 6, 2012, were sent faxes by or on behalf of Globe Medical-Surgical Supply Co., promoting their goods or services for sale and who were not provided with an "opt out" notice as described in 47 U.S.C. § 227.

5. The Court finds certification solely for purposes of settlement is appropriate in that (a) the class is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the class that predominate over any questions affecting only individual class members; (c) Plaintiffs' claims are typical of the claims of the class; (d) Plaintiffs will fairly and adequately protect the interests of the class; (e) Edelman, Combs, Latturner & Goodwin, LLC is adequate class counsel; and (f) a class action is the superior method for the fair and efficient adjudication of this controversy.

6. Able Home Health, LLC and Dr. G. Neil Garrett DDS, PC are designated as class representatives of the Settlement Class.

7. Daniel A. Edelman and Heather Kolbus of Edelman, Combs, Latturner & Goodwin, LLC are appointed as Settlement Class Counsel.

8. The certification of the Settlement Class is non-precedential and without prejudice to Defendant's rights if the Settlement Agreement and this Order do not become effective as provided in the Settlement Agreement.

9. The Class Notice as described in the Settlement Agreement fully complies with the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitutes the best notice

practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of this Action. The Court has approved the forms of notice to the Settlement Class.

10. This Court finds that certification of the Settlement Class is appropriate under Fed. R. Civ. P. 23(a) and (b)(3). Notice was given by facsimile to those identified on a Fax List. Settlement Class Counsel also posted the Settlement Agreement (excluding exhibits) and Notice on their firm's website, www.edcombs.com. The Class Administrator also created a website where the Settlement Agreement (excluding exhibits) and Notice were posted and where Class Members could submit claim forms electronically. These forms of Notice comply with the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and are due and sufficient notice to all persons entitled notice of the Settlement of this lawsuit. A total of NUMBER Settlement Class Members submitted valid and timely claim forms for a total of NUMBER Settlement Shares.

11. The Court finds that the settlement is fair and reasonable, and hereby approves the CLASS SETTLEMENT AGREEMENT submitted by the parties, including the release and the payment by Defendant and its insurer, Country Mutual Insurance Company, to create a Settlement Fund of $475,000. The Court further approves of the distribution of the Settlement Fund as follows:

a. Payment of $5,000 to Able Home Health, LLC, as an incentive award for its services as a class representative, in addition to its recovery as a class member.

b. Payment of $10,000 to Dr. G. Neil Garrett DDS, PC, as an incentive award for its services as a class representative, in addition to its recovery as a class member.

c. An award of attorneys fees in the amount of $142,500. In addition, plaintiffs' counsel is entitled to recover reasonable costs incurred for notice and administration of the settlement, except that which was previously forwarded from the Settlement Fund.

d. After payments set forth in subparagraphs (a), (b) and (c) of this Paragraph, the balance of the Settlement Fund shall be distributed equally and on a pro rata basis per fax transmission among those members of the Settlement Class (including Plaintiffs) who returned a duly executed claim form that is timely or that is otherwise approved by the Court. Class members shall be paid by check void 60 days after issuance.

e. Any amount of the Settlement Fund that remains unclaimed, uncashed or undistributed, will be distributed to the following: one half to *cy pres* recipient, Legal Assistance Foundation of Chicago, and the remaining one half returned to Country Mutual Insurance Company. This distribution will be made not less than 30 days after expiration of the void date on the Class Members settlement checks.

12. Plaintiffs' and Class Members' Release:

As of the Effective Date, Plaintiffs and those Class Members who do not opt out of the Settlement Class (whether or not such members submit a claim form)(collectively "Releasors"), fully releases and discharges the Released Parties (as that term is defined in paragraph 10(a) of the parties' Settlement Agreement) from all causes of action, suits, claims, or demands, in law or in equity, known or unknown at this time, which Releasors, or any of them, now have, did have, or may have in the future against the Released Parties, or any of them, under any legal theory, whether or not alleged, related to or arising from the transmission of unsolicited advertising facsimiles by or on behalf of Globe from July 17, 2008 through and including August 6, 2012.

13. NUMBER Class Members have opted out of the Settlement: [identify opt outs]. No Class Members have objected to the Settlement. The Court allows the NUMBER claims submitted after the claims deadline.

14. The Court finds the Agreement was negotiated in good faith, at arm's

length and is fair, reasonable and adequate to the Class.

15. The Court directs the Defendant's insurer, Country Mutual Insurance Company, to deliver sums equal to the Settlement Fund (less amounts already paid for class notice and administration) to Plaintiffs' Counsel within 14 days of the date this Order is entered. Plaintiffs' Counsel is to hold the Settlement Fund in their firm's client trust account until the Effective Date.

16. The Class Administrator shall distribute the Settlement Funds to the Settlement Class Members in accordance with the provisions of this Final Approval Order and the parties' Settlement Agreement to the Class Members within 35 days of the Effective Date.

17. Plaintiffs' incentive awards and the award of attorney's fees and costs may be distributed to Plaintiffs and Plaintiffs' Counsel within 14 days of the Effective Date.

18. Plaintiffs to submit a memorandum in support of final accounting of the settlement by DATE, 2013, after payment of the *cy pres* check. The final accounting hearing is scheduled for DATE, 2013, at TIME.

19. Plaintiffs' Counsel or their agent to make the *cy pres* payment and payment to Country Mutual Insurance Company 30 days after expiration of the void date on the Class Members' checks.

20. Class-settlement.com, P.O. Box 9009, Hicksville, NY 11802-9009 will be the Class Administrator.

Dated: ________________________

____
Magistrate Judge Brown